



Request For Cablecast Producer Agreement & Indemnification

76 Winter Street.
PO Box 903
Keene, NH 03431
603-283-6621
www.CheshireTV.org

Date: _____ Program Title: _____

Length: _____ H _____ M Does this program contain mature content? _____

Your Name: _____ Your Telephone: _____

- Name and telephone number will be provided to any member of the public requesting it.

I hereby certify that :

- 1) I am familiar with the nature of this program and accept full responsibility for its content.
- 2) I understand that the following is prohibited:
 - a) advertising of commercial products or services
 - b) solicitation of funds, except for 501(c) (3) organizations
 - c) obscene or indecent material, as defined by Federal laws and/or regulations and/or statutes of the state of New Hampshire.
 - d) Other material as specified in the Policies and Procedures handbook.
- 3) I understand I can be held legally liable for programming that is determined to contain
 - a) material which constitutes libel, slander or invasion of privacy; or
 - b) unauthorized use of publicity rights, trademark or copyright which violate local, state or federal laws.
- 4) I have obtained all clearances and releases from any and all individuals, groups, or organizations that are needed to legally record and cablecast this program. I state that I have / will have obtained all the necessary legal rights and clearances for any and all copyrighted material and have permission to transmit such copyrighted material over the cable system. I will assume any liability against CTV should a problem arise. I will provide CTV with and all obtained copyright permissions, which will be attached to the this form.
- 5) In recognition of the fact that Cheshire TV staff is not censoring the content of this program, I agree to assume all legal liability for said content, and further agree to indemnify and hold harmless Cheshire TV from any all liability, loss, claim, cost or damage of any nature whatsoever arising from or in connection with any claim that cablecasting this program infringes or violates any rights of any person or organization.
- 6) I agree to announce the name of any sponsors, persons, or organizations which have paid me, or intend to pay me, for my cablecast. I will also announce the names of any sponsors, persons, or organizations that have provided me with any services or materials. I agree not to use CTV for personal gain.
- 7) I will assume all responsibility as producer for my program carried on CTV. I will be legally and financially responsible for all claims made against CTV, its officers, employees, volunteers, the cities of Keene, Marlborough, or Swanzey, or Time Warner Cable. I will pay all legal costs and other charges in connection with claims arising out of any material supplied by me for cablecast. I will assume all liability against CTV or any other cable television system transmitting my program, including reasonable attorney's fees, for claims that I violated copyright, trademark, patent, literary, or dramatic rights, rights of privacy, and libel or slander laws. I agree to defend all legal actions arising from my use of CTV equipment or facilities with the aid of counsel and to assume the expense for that defense. CTV has the right to participate in that defense and my counsel will fully cooperate with CTV attorneys.
- 8) I, or my organization, if applicable, release CTV from any legal action or claim against any claims against me or my organization. I further release CTV from any claim which may arise out of the cable system's production of the material for my program, or any mistakes, omissions, interruptions, delays, errors or defects in the system's transmission of my program.
- 9) I agree that my material will comply with CTV's technical specifications. I understand that if my program does not meet CTV standards, it will not be cablecast.
- 10) I understand that any and all material promoting the program must refer to the correct channel, identify the cable system, the date and time of cablecasting, and must prominently identify any sponsors. I understand that I am responsible for creating my own promotional opportunities.
- 11) I understand that while I reserve the right to limit cablecast of my program, CTV reserves the right to maintain a library copy of the program for a period of time determined by the CTV board.
- 12) I understand that any material not picked up after 30 days may be disposed of.

Signature

Date